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**N 13th IMPROVEMENT PROJECT - 2000
CONTRACT DOCUMENT**

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GENERAL CONDITIONS

1. INSURANCE: LIABILITY, INJURED WORKER COMPENSATION, MEDICAL CARE

1.1 Liability Insurance- The contractor shall obtain liability insurance, as stated in the BIDDER'S CERTIFICATION STATEMENTS. Within ten (10) days from the date of contract award and prior to beginning any work under the contract, the Contractor shall have in place and in full force, and have filed evidence thereof with the City Recorder, a good and sufficient policy of liability and property damage insurance, insuring the Contractor against loss from personal injury in the amount of \$250,000.00 for each person and \$500,000.00 for each accident and from property damage in the amount of \$250,000.00, such policy to be executed by an insurance company authorized and qualified to do business in the State of Oregon, by reason of the negligence of Contractor, its agents or independent contractors, or employees, in the performance of any and all work under the contract.

1.2 Injured Workers Compensation- The Contractor, its subcontractors, if any, and all employers working under this contract are subject employers under Oregon's Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide Worker's Compensation coverage for all their subject workers. The Contractor agrees that it will comply with the Worker's Compensation Laws of Oregon as set forth in ORS 656.017 et seq. and will insure that all subcontractors comply with ORS 656-017 et seq.

1.3 Payment for Medical Care of Contractor Employee- The Contractor agrees to comply with ORS 279.320, which requires the Contractor to promptly make payment to any person, co-partnership, association, or corporation which furnishes medical, surgical, and hospital or other needed care to Contractor's employees which the Contractor has agreed to pay or has withheld wages for payment of such claims. In accordance with ORS 279 any person furnishing or providing such medical, surgical, or hospital care, or the needed care and attention, shall be deemed to have performed labor for the prosecution of the work provided in the contract for the purpose of claims against the Contractor's bonds pursuant to ORS 279.526 TO 279.542.

1.4 The Contractor shall procure and maintain appropriate automobile liability insurance for bodily injury and property damage arising out of the use of any motor vehicle by the Contractor, his subcontractors or agents

1.5 Certificates of insurance are to be delivered to the City prior to commencement of any work on the project. The insurance policies shall include as a named insured or additional insured the City, and the Contractor, subcontractors and Contractor's agents as their interests may appear. The foregoing provisions shall in no way release the Contractor or Contractor's surety from obligations under the contract documents to fully complete the project.

2. WAGES

2.1 Prevailing Wage Rates- On all contracts for the construction, reconstruction, maintenance or repair of any public works in the State of Oregon, for which the contract price for the project exceeds

\$25,000, the Contractor shall comply with ORS 279-348 through 279-356. Oregon Revised Statutes provide, in part, for the payment of not less than prevailing wage rates, including fringe benefits, as determined by the Commissioner of the Bureau of Labor and Industries, and the posting of applicable prevailing wage rates at the job site, payroll certification requirements and other provisions. The Contractor and all subcontractors shall pay the prevailing wage rates and post the prevailing wage rates as required by the statutes. The Contractor and all subcontractors shall file certified statements with the City stating that they have paid not less than prevailing wages to each employee. The certification must be on forms approved by the Bureau of Labor and Industries.

2.2 Hours of Employment and Overtime Pay- As required by ORS 279.316 and ORS 279.334, the Contractor agrees that he will require no person to work for more than eight hours in any one day or forty (40) hours in any one week, except in case of necessity, emergency, or where the public policy absolutely requires it; provided, however, that in the case of employment for more than eight hours per day or forty hours in any one week, the laborer shall be paid at least time and a half for all overtime in excess of eight hours a day and for work performed on Saturdays, Sundays and legal holidays.

2.3 Time limitation on Claim for Overtime- In accordance with ORS 279.336, any worker employed by the Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279.334 unless a claim for payment is filed with the Contractor within 90 days from completion of the contract, provided the Contractor has posted the required notice of this provision as required by ORS 279.336.

3. MATERIALS, SERVICES AND FACILITIES

3.1 Contractor to Provide all Materials- It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

3.2 Materials Storage- Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate review by the City.

3.3 New Materials- Materials, supplies and equipment shall be new and of current manufacture and in conformance with the specifications.

3.4 Materials, supplies, or equipment to be incorporated into the work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

4. REVIEW AND TESTING

4.1 All materials and equipment used in the construction of the project shall be subject to adequate review and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

4.2 The Contractor shall provide at his expense the testing and review services required by the Contract Documents. The Contractor shall also be responsible for providing his own construction monitoring and quality control program to insure the materials used on the project and in the Contractor's operations are in compliance with the Contract Documents. Materials which fail to meet the contract requirements shall not be used in the work.

4.3 The City shall have access to the work of the Contractor at all times for the purpose of verifying that the work is progressing according to the work schedule and to verify that the materials and the performance of the work is in accordance with the Contract Documents.

5. PROTECTION OF WORK PROPERTY AND PERSONS

5.1 The Contractor shall be solely responsible for initiating maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent, damage, injury or loss to all employees on the work and any other persons who may be affected thereby; and protect all the work in progress and all materials and equipment to be incorporated therein; and protect property of others at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated, for removal, relocation or replacement in the course of construction.

5.2 The Contractor shall run his operation, equipment, and materials storage so as do not unreasonably limit accessibility of residents, city personnel, and other persons to the private properties in the construction area. Special attention shall be given to maintaining access to private residences during construction.

5.3 The Contractor shall be solely responsible for any trespass on adjacent property or injury thereto resulting from or in connection with his operations. He shall hold the City harmless from any claims that may result because of his trespass, the deposit of debris or any other injury caused upon adjacent property.

5.4 The Contractor shall field locate and protect existing pipes, valves, manholes and other underground and above ground structures from damage. This applies especially to heavy equipment used during street excavations, and base rock operations. The Contractor shall exercise care when operating compaction equipment over pipes. Any piping and structures damaged shall be replaced or repaired by the Contractor at no additional cost to the City.

6. SUPERVISION BY CONTRACTOR

6.1 The Contractor shall supervise and direct the work. He shall be solely responsible for the means, methods, techniques, quality, sequences and procedures of construction. If the Contractor employs a construction supervisor, the supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor.

6.2 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the job any unfit person or anyone not skilled in the work assigned to him. Any employee found to be incompetent or to act in a disorderly or improper manner shall be removed from the project.

7. CHANGES IN THE WORK

7.1 The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract agreement.

7.2 If the Contractor claims an increase in the contract price or an increase in the contract time or both, because of a change in the work ordered pursuant to Section 7.1, then within five (5) days of receipt of the change order, the Contractor shall give the City written notice thereof, which notice shall include the amount of the increase in the contract time or price, or both claimed by the Contractor.

7.3 No changes in the work shall be executed or performed by the Contractor, except those undertaken to remedy or prevent the immediate threat to the safety of persons or property, for which the Contractor claims a price adjustment or extension of time without first having executed and agreed to a change order. Whether an adjustment in price or time, due to a change in the work, including any claim for delay, is due the Contractor shall be determined in accordance with Section 8.

8. CHANGES IN CONTRACT PRICE AND TIME

8.1 No change in the contract price or contract time, including any claim for delay, shall be due as a consequence of a change in the work unless a timely written notice of claim therefor has been given pursuant to Section 7 and the changes have been executed or performed per written consent obtained from the City to execute the same.

8.2 The contract price and contract time shall be changed only by written change order. Change orders must be approved by the Contractor and the City. The adjustment in price, whether an increase or decrease in the contract price, as a consequence of a change in the work or any other basis maintainable under the Contract Documents, shall be determined by the following methods in the order of precedence listed below:

- a.) Unit price previously approved.
- b.) An agreed lump sum.
- c.) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed a total of ten (10) percent of the actual cost of the work, to cover the cost of general overhead and profit when labor, land, materials are involved and five (5) percent when materials only are involved.

8.3 When an actual cost basis is used to pay for extra work, the Contractor shall maintain his records in such a manner as to provide a clear distinction between the costs of work paid for on an actual basis and the costs of other operations. The Contractor shall furnish the City report sheets in duplicate of each day's extra work no later than the next day following the performance of said work. The daily report sheets shall provide names and classifications of workmen, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated.

8.3.1 Materials charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily report sheets, or if not available, they shall be submitted with subsequent daily report sheets.

8.4 In the event the quantity of the work is increased or decreased for which unit prices have been established in the bid, the total amount of work actually performed shall be paid for according to the bid unit prices. It shall be understood that, due to the very nature of this particular project, the quantities of bid items may vary substantially from those shown in the Bid Schedule. A change in the amount of work, whether an increase or decrease, to be performed on a unit price basis shall not be deemed a change in the scope of the work.

8.5 All claims for adjustment in the contract price or contract time or both, due to delay caused by an order changing the work, shall be determined at the same time and pursuant to the same procedure for adjustment in price and time due to a change in the work. In no event shall any compensation for delay be paid for costs which could reasonably have been avoided by the Contractor.

9. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

9.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced within the time provided in the notice to proceed. The contract work time shall be 21 calendar days, beginning on the day the Contractor first moves equipment or materials onto the work site. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

9.2 The Contractor will proceed with the work at such rate of progress to insure that the construction work is completed and a bona fide written notice of completion is issued by the Contractor within the contract time and to further assure full completion within 10 days after receipt of a written report from the City specifying any particulars in which the work is unsatisfactory and must be corrected. Completion of the work shall be defined as the date the City issues a certificate stating that the work has been accepted by the City under the conditions of the Contract Documents. This certificate shall not be issued until the, conditions of Section 13 are satisfied.

9.3 It is agreed by the parties of the Contract that in case all work called for under the contract, in all parts and requirements is not completed within the contract time specified in the contract, damage will be sustained by the City. It is further agreed that it is, and will be, impractical and extremely difficult to ascertain and determine the actual damages which will be sustained by the City by reason of such delay. It is therefore agreed that if the Contractor fails to complete the construction work and issue a bonafide written notice of completion to City within the contract time or extension of time granted by the City, or fails to secure full completion of the job within 10 days after a written report from the City of particulars in which the work is defective or must be corrected, then the Contractor shall pay the City the amount of liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the Contract Documents. It shall be clearly understood that construction shall be completed within the contract time and all corrective work and paperwork completed within the 10 day notification period. Liquidated damages may be assessed if either or both conditions are not satisfied by the Contractor. The Contractor and/or its Surety shall be responsible for all liquidated damages. Any adjustment in the total amount of liquidated damages due to a granting of an extension of time will be made as the extensions of time are granted.

9.4 If the Contractor has given the City prompt written notice, the Contract shall not be liable for liquidated damages when a delay in completion of the project is caused by: a) a duly issued order by

the City; b) unforeseeable circumstances beyond the control and without the fault and negligence of the Contractor, such as severe weather conditions, earthquakes, floods or caused by the City without notice and agreement by the Contractor.

9.5 If the City permits the Contractor to continue the project or any part thereof after the contract time or contract time extension has expired, the City shall not forego any right of the City under the contract or waive any remedy the City may have as to damages resulting from failure of the Contractor to perform the work in a timely manner.

10. CORRECTION OF WORK

10.1 The Contractor shall promptly correct all work rejected by the City for failure to comply with the contract documents. The Contractor shall make all necessary corrections without expense to the City and without adjustment to the contract time.

10.2 In the event that the Contractor fails to perform the correction within 10 days of written notice to correct the work, duly delivered to the Contractor, the City shall have the right to enter the work site and perform the necessary work. The correction, removal and replacement of such work shall be at the expense of the Contractor.

11. SUBSURFACE CONDITIONS & UTILITIES

11.1 Within two (2) days of discovery and prior to any disturbance thereof, the Contractor shall notify the City in writing of any unknown subsurface condition at the work site that is unusual and will substantially alter the work identified by the contract documents.

11.2 The City shall promptly investigate the situation and if the City finds that the conditions do materially alter the work described in the contract documents causing an increase or decrease in the cost and/or time for completing the work, an equitable adjustment shall be made to the contract as warranted by the conditions.

11.3 Known utilities expected to be within and adjacent to the work site are indicated on the drawings. There may be some discrepancies as to location, number and kind of utilities on the work site. The drawings are presented for the convenience of the Contractor and are not intended to be a complete and accurate representation of the utilities on the site. Therefore, the Contractor shall be responsible for securing utility locates and for the protection of all utilities and structures within the work site whether or not they are located on the drawings.

11.4 The Contractor shall exercise due diligence to protect, support, reinforce and maintain all utilities and structures in good and sufficient manner for the long term service of the utilities and structures. Any damage or weakening to said utilities and structures shall be repaired and/or corrected at the expense of the Contractor.

11.5 Where any utility is exposed by the Contractor's work, the utility lines, pipes or other structures shall be properly restored, bedded and any fill compacted in a proper manner. The Contractor shall not cover the utility without first having the City inspect and approve the covering in writing.

12. DELAY AND SUSPENSION OF WORK, TERMINATION OF CONTRACT

12.1 For cause and with the agreement of the Contractor the City may delay or suspend the work for a period not to exceed thirty (30) days. The suspension or delay shall be documented by a change order and shall state a specific time for the resumption of the work. The Contractor may be allowed an extension of the contract time and an increase in the contract price where such delay/suspension materially affects the cost and/or time of the contract performance.

12.2 Ten (10) days after providing written notice to the Contractor and his Surety, the City may terminate the contract by default for any of the following reasons or conditions:

- a.) Filing of bankruptcy or insolvency of the Contractor,
- b.) Failure to supply sufficient and/or suitable labor or materials for the work
- c.) Failure to make prompt payment to subcontractors and/or suppliers for labor, material or equipment.
- d.) Violations or disregard for regulations, ordinances or orders of the public bodies having jurisdiction over the work
- e.) Violations of the provisions of the contract documents.

12.3 Such termination shall not prejudice any right or remedy of the City with regard to the contract or the obligations of the Contractor and his Surety under the contract. Liquidated damages may be claimed by the City for any delay in completing the work within the contract time as a result of terminating the contract. Such damages may run until the City is able to complete the work by itself or through the services of third party.

12.4 Ten (10) days after providing written notice to the City, the Contractor may terminate the contract without penalty under the following conditions:

- a.) If through no fault of the Contractor, the City or other authority of competent jurisdiction delays the project more than 30 days.
- b.) If the City fails to make any properly requested or ordered payment due the Contractor within thirty (30) days of the request.

12.5 In leu of terminating the contract, the Contractor may suspend the work until such condition is remedied. In any event the Contractor shall be entitled to full payment, per the contract, for all work completed and for any extraordinary expenses resulting from the termination of the contract or delay of work.

12.6 It is recognized by both parties to the contract that unforeseen and/or unavoidable circumstances may cause the delay or suspension of the work. It is thus agreed that the City and the Contractor shall mutually negotiate these circumstance, as necessary, to insure completion of project to the best benefit of the public being served by the project.

13. PAYMENT TO CONTRACTOR AND COMPLETION

13.1 At completion of the project, the Contractor shall prepare a request for payment for the completed work and materials used. The pay request will be itemized per the unit prices and lump sum costs of the bid. The City shall make payment within ten (10) days of receipt of the pay request.

13.2 The City shall retain five (5) percent of the amount of the payment until the final acceptance of all work covered by the Contract Documents. Such retainage shall be held by the City in accordance with the State laws and regulations.

13.3 If the City fails to make payment when due as specified in paragraph 13.1, in addition to other remedies available to the Contractor, there shall be added to such payment interest at the rate of 12% per annum. Said interest shall commence on the first day after said payment is due and continuing until payment is made by the City.

13.4 Upon written notice from the Contractor that the work is complete, the City shall determine whether or not the work is sufficiently complete to warrant a final project review. If the work is not complete, the Contractor shall complete the work and again request a final project review. If the work is complete and no items are left undone the City shall, within five (5) days of receipt of said notice, make a final review of the project with the Contractor. The City will notify the Contractor in writing of any particulars of the work which are found defective. The Contractor shall, within ten (10) days of receipt of said written notification from the City, make such corrections as are necessary to remedy such defects. The completion of items identified in the final project review shall not relieve the Contractor from completing or correcting work which is subsequently found to be incomplete or defective.

13.5 After the Contractor has completed any such corrections to the satisfaction of the City and delivered all guarantees, bonds, certificates of review and other documents as required by the Contract Documents, he may make applications for final payment. Upon receipt, completion, and approval of the above listed items, the City shall issue a notice of acceptance and make the final payment to the Contractor.

13.6 It is the intent that written notice from the Contractor stating the work is complete, shall be issued within the construction contract time and that the Contractor will have an additional ten (10) days from the date the Contractor receives a written final project review from the City to complete the final paperwork and submit a final payment request.

13.7 The Contractor will indemnify and save the City, its officers and employees and the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material-men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor for any such payments made in good faith.

13.8 Should the Contractor fail to comply with any requirements of the contract documents after being given written notice of his noncompliance, the City may deduct \$50.00 per day for each day of noncompliance per notice from any payments. These deductions will be held by the City until approval

of final payment at which time these funds will be released to the Contractor. No interest will be paid to the Contractor for withholding funds under this provision. This payment incentive is provided to encourage the Contractor to comply with the day-to-day requirements of the Contract Documents. Examples of concerns include restoration of trenches across streets, cleanup, and restoration of surface, restoration of utilities and structures, etc. Enforcement of this provision by the City, or failure to enforce this provision, does not release the Contractor from his obligation to satisfy all conditions of the contract documents nor does it relieve the Contractor of any liability as a result of his failure to satisfy the requirements of the contract documents. This provision shall be enforceable in addition to any other provisions of the contract documents.

14. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City and its agents of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and its agents and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the contract documents or the Performance and Payment Bonds.

15. PERFORMANCE AND PAYMENT BONDS

The Contractor, within ten (10) day of award of the contract and prior to beginning any work, shall deliver a Performance and Payment Bond to the City no later than the date of the execution of the contract agreement. The Performance and Payment Bonds shall be issued by a Surety duly authorized to do business in the State of Oregon and shall be in the form set forth in these contract documents, and of the full amount of the Contractor's bid. Claims against the Payment Bond will be in accordance with ORS 279.526, 279.528, and 279.536. In accordance with ORS 279.538, all labor and material liens shall have preference and be superior to all other liens and claims. The Surety providing bonds hereunder shall have a Best's Rating Service rating of B+ or greater. The performance bond shall stay in effect through the one year guarantee period.

16. INDEMNIFICATION

To the fullest extent allowed by law, the Contractor, the Contractor's employees, subcontractors, and subcontractor employees, and any agents of either, shall indemnify and hold harmless and defend at the Contractor's expense, the City and its employees, officers and agents against all claims, liabilities, damages losses, and expenses direct and indirect arising out of the performance of the project work by the Contractor or his agents of any kind and of any circumstance.

17. SUBCONTRACTORS

17.1 The Contractor may use specialty subcontractors as needed to complete the project. No subcontractor shall be awarded work for a value exceeding 50% of the bid without the City's written

permission. The Contractor shall be responsible to the City for all work performed by any Subcontractor of employee or agent of any subcontractor.

17.2 Any subcontractor shall be under a legally binding contract with the Contractor. The Contractor shall exercise such authority over the subcontractor as the City shall exercise over the Contractor.

18. GUARANTEE

18.1 The Contractor warrants and guarantees all materials installed and work performed for a period of one year from the date of completion of the project. The City will give prompt notice to the Contractor of any defects that appear during the guarantee period.

18.2 The Contractor shall correct any such defect in a timely manner. If the Contractor fails to correct such defect in a timely manner or in the event that such defect might cause additional defect or damage to the project or other property, the City may make such correction as necessary to eliminate the defect.

18.3 In the event that the City must correct a defect in the project during the guarantee time, the cost of such correction shall be charged to the Contractor. The Contractor's performance bond shall remain in effect throughout the guarantee period and shall guarantee payment of any work required during the guarantee period.

19. DISPUTES

19.1 In the event of a dispute among the parties as to the performance of the contract requirements or work performance, such dispute may be resolved by a competent arbitrator agreeable to the Contractor and the City. Such arbitration shall be the final resolution of any dispute brought to the arbitrator. Arbitration is not mandatory but shall be considered as the preferred option in all disputes.

19.2 If either party refuses to arbitrate an issue, the dispute shall be settled in a court of competent jurisdiction in Union County. The prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

TECHNICAL SPECIFICATIONS

1. GENERAL SCOPE OF WORK

The work under this contract and the specifications thereto are of a general nature and are intended to provide a reasonable standard by which the work can be completed in a workmanship like manner. The work under this contract is to construct approximately 500 feet of street. The street grade is to be set along the contour of the surrounding terrain and will be accomplished without the need for survey grade elevations.

The street way is to be excavated as needed to provide a functional and aesthetic street elevation and to allow adequate base rock to support the street. The nominal depth of the street construction shall be 14"; 8" of base rock (4"-0), 4" of leveling rock (1-1/2"-0) and 2" of finish rock (3/4"-0). The road way shall be 22 feet wide and shoulders on either side of the roadway shall be 10' wide. The shoulder construction shall be the same as the roadway. In conjunction with the shoulder construction, drainage swales shall be constructed to provide for drainage of the surface water from both the street surface and the surrounding land. Culverts, a minimum of 18" diameter, shall be installed at the existing driveways as required and referenced in the drawings.

A catch basin properly designed and constructed to receive the drainage water from the swale along the west side of the street shall be installed on the pre-existing culvert at Hartford Ave. The drainage water from the swale along the east side of the street shall be directed into the ditch along Hartford Ave. Rip-rap or other suitable structure shall be constructed at this junction to prevent erosion of both the drainage swale and the pre-existing ditch bank.

A manhole shall be installed on the existing "live" sewer line approximately in the middle of the street length. The City shall designate the location of the manhole. The manhole shall be installed such that the base of the manhole allows for proper flow of sewage to and from the existing line. The manhole cover shall be set at the finish level of the street.

2. EXISTING STRUCTURES AND UTILITIES

2.1 The Contractor shall locate and mark all existing valve boxes, meter boxes, and other surface structures to prevent damage thereto. Known surface structures expected to be within and adjacent to the work site are indicated on the drawings. However, there may be some discrepancies as to location, number and kind of structures actually on the work site, therefore these structure shall be field located by the Contractor.

2.2 The Contractor shall secure utility locates and protect all utilities and structures within the work site whether or not they are located on the drawings. The drawings are presented for the convenience of the Contractor and are not intended to be a complete and accurate representation of the utilities on the site.

2.3 All existing surface structures shall be reset to the proper levels referenced to the finished grade of the project.

3. EXCAVATION

The nominal base depth of the street is approximately 11" below the surrounding terrain. There has been some materials laid down along the course of the street to provide a driveway to the existing homes. This material shall be removed, as necessary, to allow adequate base materials to be placed. The existing materials are also not along a proper profile referenced to the surrounding terrain and a uniform street contour. Thus the needed excavation will vary widely according to the existing local conditions. The underlying native material is generally cemented gravel. In areas, if any, where the native materials provide an adequate road base, the depth of base material can be reduced. In areas, if any, where the underlying materials are not generally stable, base rock depth shall be increased as necessary.

3. ROAD MATERIALS

3.1 BASE ROCK

Base rock shall be a well graded 4"-0 crushed or uncrushed basalt material with the fraction passing the #200 sieve not greater than 8% of the total aggregate by weight. Other materials may be considered by the City, however, samples must be submitted for review.

3.2 LEVELING ROCK

Leveling course rock shall be crushed 1-1/2"-0 basalt material. The City shall review the material proposed for the leveling course and approve the material from a representative sample without requiring testing of the material. Generally the material should meet the requirements of Section 703.07 of the Standard Specifications for Highway Construction, ODOT, 1984 ed.

3.3 FINISH ROCK

The finish course rock shall be crushed 3/4"-0 basalt material. The City's experience with gravel wear surfaces has shown that "clean" 3/4"-0 aggregate is not suitable for long term use. The aggregate preferred by the City has a greater amount of fines and plastic elements than common graded 3/4"-0 rock provides. We do not have a specific standard for this rock thus the City shall review the material proposed for the finish course and approve the material from a representative sample without requiring testing of the material. We recognize that there is a wide variety of materials available and will work with the Contractor to identify a suitable material.

4. ROAD WORK

4.1 The street shall be constructed in a workman like manner and of a nature proper to the intended use. The cross section of the street, shoulders and drainage swale shall be, in general, as shown in the drawings. The shape of the drainage swale must be accommodated to the surrounding terrain to allow surface water to enter the swale and to provide a proper continuity of the swale and the adjacent lands.

4.2 The linear profile of the street will not be engineered. The profile will be adapted to the existing land elevation along the street and in a manner that provides a suitable travel surface without excessive grade breaks, rises or depressions.

4.3 The subgrade of the road way and the shoulders shall be compacted to 95% of maximum density prior to placing the base rock. The road way stability shall be tested by slowly driving a loaded 10 yard dump truck along the road way. The Contractor and the City shall witness the test. Any soft areas shall be excavated and adequate materials placed in the area to stabilize the area.

4.4 The various road way materials shall be place to the depths as shown on the drawings. The various layers of rock shall be compacted in place with lifts not exceeding 6". All lifts and layers of rock shall be compacted to a density that will not allow raveling or rutting. The materials shall be laid in the travel lanes, shoulders and approaches to the existing driveways.

4.5 The entire work surface, including driveway approaches at and over the culverts, shall be finish graded to provide a pleasing and functional street installation. The travel lane shall be smooth and provide a comfortable ride in a compact automobile. The shoulders shall accommodate parked vehicles in a suitable manner and the drainage swales shall blend into the adjacent terrain.

5. AUXILIARY STRUCTURES

5.1 CULVERTS

Culverts installed at the driveways shall be galvanized steel with a minimum diameter of ten inches (10") and of a gauge sufficient to hold the maximum expected load passing over the culvert, considering the amount of cover over the culvert and the nature of the base and bedding surrounding the culvert. The culverts shall be set on grade such that drainage water can enter and pass through the pipe without pooling at either end of the pipe and without erosion of the drainage swale. The finish grade over the culverts shall allow easy access to and from the driveways and match the elevation profile of the roadway to the driveways as near as possible.

5.2 MANHOLE

The manhole shall be a prefabricated manhole or a built-in-place manhole as the Contractor chooses. In any event, the manhole shall accept and pass the sewage at the pre-existing line elevation without pooling, and shall be installed such that there will be no settling that will cause a misalignment of the inlet or outlet lines. The construction shall be water tight such that there is no infiltration into the manhole from ground water nor leakage of sewerage from the manhole. The manhole shall be a nominal 4 feet in diameter and have a standard cast iron lid and lid ring a nominal 2 feet in diameter. The manhole lid shall be at an elevation even with the finished surface of the street.

5.3 CATCH BASIN

The catch basin shall be prefabricated or a built-in-place as the Contractor chooses. The design shall be submitted to the City for review prior to installation or construction. The basin shall be installed at an elevation that will allow the drainage water from the drainage swale to be fully captured without puddling around the basin and without an excessive depression into the basin. The basin shall intercept and pass, without obstruction, the water flow in the pre-existing culvert along Hartford Ave. The basin lid shall be of such a design and material to allow normal street traffic to run across the basin without damage to it or to vehicles crossing it. The lid grating shall be of a design and orientation that will not cause an undue hazard to bicycle traffic.

5.4 RIP-RAP

The intersection of the drainage swale on the east side of the street and the existing drainage ditch along Hartford Ave. is a site of potential erosion. This intersection of drainages shall be protected from erosion by the placement of rip-rap or other structure suitable to prevent erosion of the ditch bank and allow the water flowing from the swale to enter the ditch without undue pooling. This structure shall be of an aesthetic design suitable for its location in a residential neighborhood. The Contractor shall submit the design of this structure for review by the City prior to construction.

BASIS OF PAYMENTS

1.1 Due to the short time line of the project, progress payments will not be made. A lump sum payment shall be made per the requirements of Section 13 of the General Conditions of the contract documents.

Basis for measurements and payment of all work shall be as listed in the Bid Schedule submitted by the Contractor and accepted by the City and made a part of this contract. Items not specifically called out in the Bid Schedule are included in the other bid items listed and there shall be no separate measurement and payment therefor.

Items listed as lump sum shall be paid as a single item for all work required. Payments to the Contractor made for items calling for unit prices, will be made based on actual quantities of materials delivered and work performed by the Contractor at the unit prices of the accepted bid. The Bid Schedule calling for unit prices show estimated quantities of work and materials. These quantities are for bidding purposes only. The City reserves the right to increase or decrease the amount of these quantities as necessary to accomplish the goals of the project and this will not invalidate the unit prices bid by the Contractor. Unit prices bid by the Contractor will be the basis for payment of the work performed by the Contractor regardless of the estimated quantities in the accepted bid

1.2 Mobilization is a lump sum bid item. There shall be no measurement of the work for payment purposes. This item shall not exceed five percent (5%) of the total bid.

1.3 Excavation is to be paid on a per cubic yard basis for materials removed. Measurement shall be determined by the volume of materials loaded into a truck bed. The Contractor shall certify and present verification of each load and volume thereof to determine the actual volume of materials removed. The City may randomly verify the volume of a number of the loads by measuring the truck bed and the height of the loads.

1.4 Base rock in-place is to be paid on a per cubic yard basis for materials placed. Measurement of the volume of materials shall be determined by the number of truck loads delivered. The Contractor shall certify and present verification of each load and volume thereof to determine the actual volume of materials to be paid. The City may randomly verify the volume of a number of the loads delivered by measuring the truck bed and the height of the loads.

1.5 Leveling rock and finish rock. Measurement for payment for rock delivered and placed shall be calculated on a neat line in-place cubic yard basis by field measuring the actual centerline lengths of the areas covered, multiplied by the neat line widths and thickness shown on the drawings. Payments shall be made at the unit price stated in the Bid Schedule for the corresponding bid items. The item includes all grading and compaction to properly place the rock as required in the drawings.

1.6 Finish grading. This is a lump sum all required item. There shall be no measurement of the work for payment purposes. The work shall consist of fine grading of the aggregate as it is placed, shaping of the final grade for shoulders and drainage swales and the finishing and shaping of the driveway approaches crossing the culverts.

1.7 Catch basin and manhole. These are single, in place items. Measurement for payment shall be the acceptance of the finished structures.

1.8 Culverts. Measurement for the payment of the culverts is determined by the linear measurement of culvert installed. The work shall include all excavation, bedding, compaction and leveling required to install each culvert.

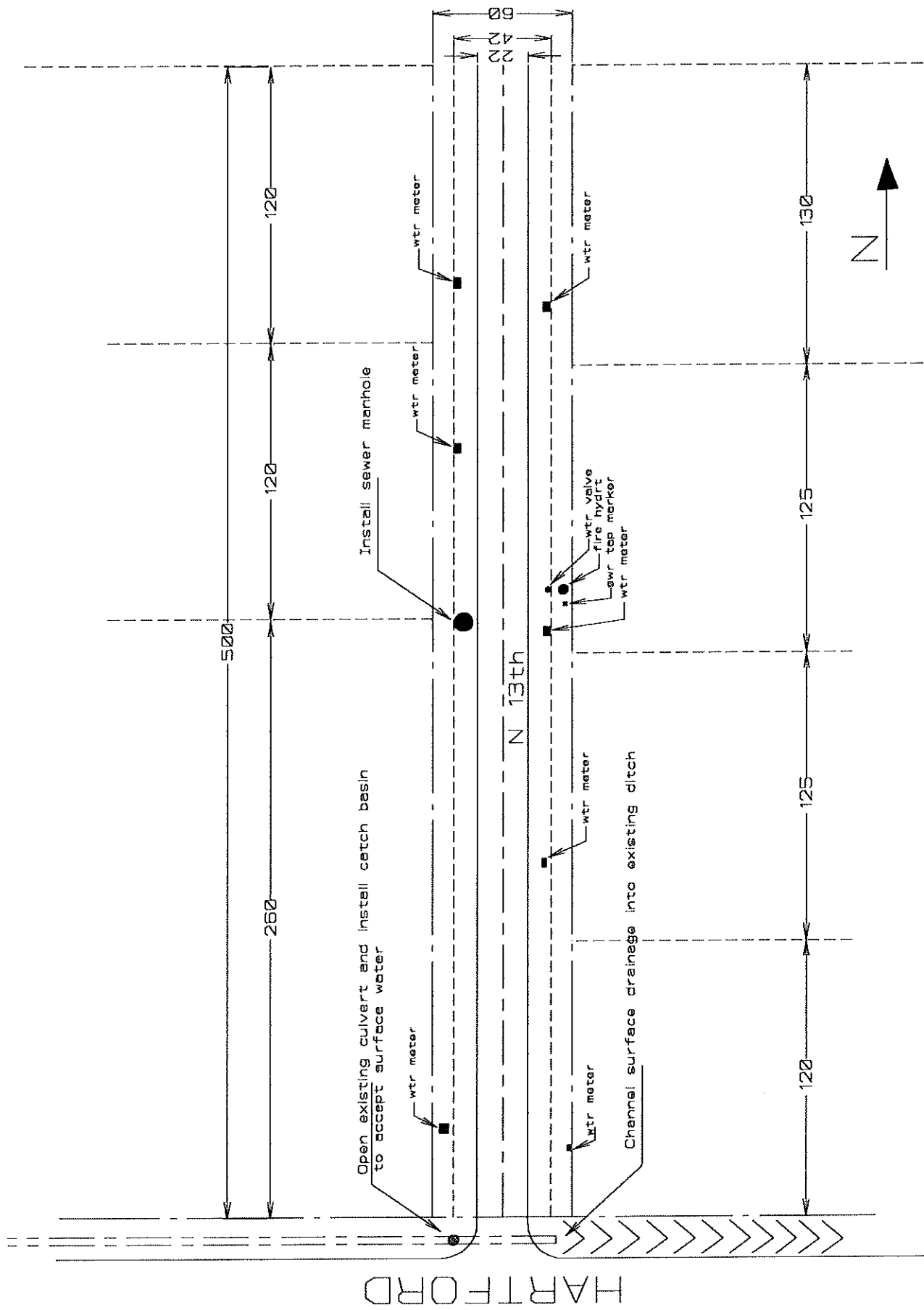


FIGURE 1

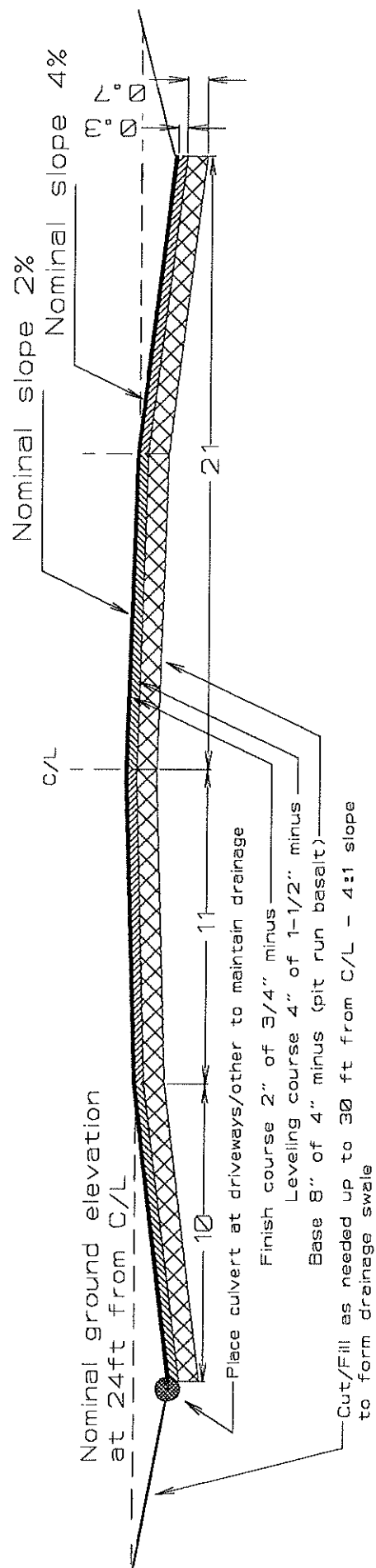


FIGURE 2

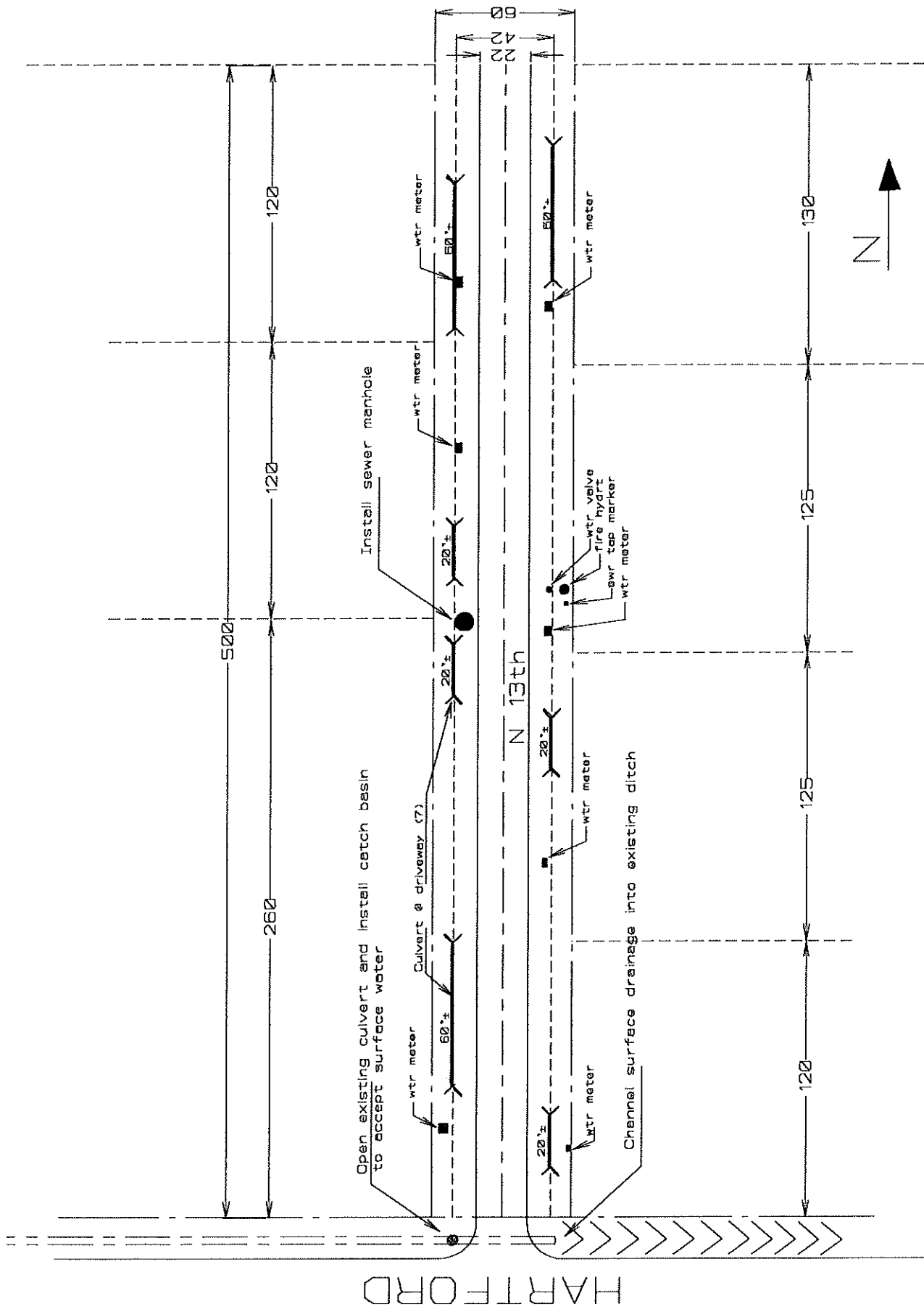


FIGURE 3